

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDING DEPARTMENT***

**PROJECT MANUAL:**  
**INSTALLATION OF (4) MODULAR CLASSROOMS**  
**AT**  
**THREE (3) ELEMENTARY SCHOOLS**  
**(Zervas, Horace Mann & Burr Elementary Schools)**  
***REQUEST FOR PROPOSAL #11-102***

**Pre-Proposal Meeting: July 15, 2011 at 11:30 a.m.**

**Proposals Due Date: July 26, 2011 at 11:30 a.m.**

Prepared by:

**HMFH, Architects, Inc.**  
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130 Bishop Allen Drive  
Cambridge, MA 02139  
(617) 492-2200  
(617) 876-9775 (fax)

**JULY 2011**

**Setti D. Warren, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

July 26, 2011

## ADDENDUM #3

### INVITATION FOR BID #11-102

### FOUR MODULAR CLASSROOMS @ 3 ELEMENTARY SCHOOLS

THIS ADDENDUM IS TO: **Revise the Project Manual as follows:**

#### REVISIONS TO THE PROJECT MANUAL:

Section 133420 - MODULAR BUILDING SYSTEMS, Article 1.3: Add Paragraph G. to read: G. Structural Insulated Panels (SIPS): In order to achieve a minimum clear indoor ceiling height of 10'-0", provide SIPS in lieu of standard roof framing, decking, and insulation where a ceiling height of 8'-0" would be the typical minimum clearance. SIPS assemblies shall be constructed of expanded polystyrene core laminated to oriented-strand board (OSB), and all accessories as required for a complete assembly. OSB shall have an APA performance rating mark identified on the panel, with an Exposure 1 durability rating; minimum physical properties shall be tested and described in APA PRP-108. In addition to MEP/FP requirements as specified elsewhere, paint all exposed MEP/FP items.

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.



Rositha Durham  
Chief Procurement Officer

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

July 22, 2011

## ADDENDUM #2

### INVITATION FOR BID #11-102

### FOUR MODULAR CLASSROOMS @ 3 ELEMENTARY SCHOOLS

THIS ADDENDUM IS TO:

1. **Address items from the Pre-proposal Meeting**
2. **Address questions subsequent to Pre-proposal Meeting**
3. **Revise Project Manual (revised sections and new sections as described below) (SEE ATTACHMENTS – 11-102-ADD-2 ATTACHMENT 1 AND 2)**

- Q1. Would you consider delaying the submittal date by one week?  
**A1. The City has extended the submittal date to July 29th. There is no extension to the project completion date.**
- Q2. Is there an advantage of delivery before November 1, 2011?  
**A2. No.**
- Q3. Will an escort be required to view the grounds of the schools?  
**A3. Yes, please contact School Department Support Services at 617-559-9000.**
- Q4. Is today's Pre-proposal meeting mandatory?  
**A4. No, but it is strongly encouraged.**
- Q5. Do we need to schedule an appointment to view the inside of schools?  
**A5. See Question 3.**
- Q6. Do you have a preferred fire alarm contractor?  
**A6. No, the Newton Fire and Wire Division is responsible for City Fire Alarm systems. The equipment is all Honeywell/Notifier. Please forward any specific fire alarm questions in writing to the Purchasing Department at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov).**
- Q7. Will the garden be removed at the Burr School?  
**A7. The garden will have to be removed by the contractor in order to obtain access to the location for the new classroom at the Horace Mann elementary School.**
- Q8. Will you consider changing the proposal due date?

**A8. See Question 1.**

Q9. Is the Contractor responsible for the wiring and tie-in to the fire alarm system?

**A9. The Contractor is responsible for the wiring; Fire and Wire will do the tie-in and the programming. Please forward any specific fire alarm questions in writing to the Purchasing Department at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov).**

Q10. Lighting controls please be more specific?

**A10. Refer to Specification (dated June 27, 2011) Section 260000-2.5.F.**

Q11. Are feeds to panels spaced out in copper or aluminum?

**A11. Feeders shall be copper. Refer to Specification (dated June 27, 2011) Section 260000-2.4.B.**

Q12. Are we responsible for running all catv cables in new to the source or just to a data panel?

**A12. CATV cables should run from the classrooms to the headend data room.**

Q13. How many data ports per room?

**A13. Teacher Station and Five (5) student data ports per classroom.**

Q14. The following items cannot be found in the bid docs. – Please specify where they are located.

Door / window schedule

Interior finish schedule

Lighting schedule

Mechanical equipment schedule

**A14.**

**Door Schedule: Refer to Detail #4 on Sheet A0 for typical information about door sizes, material, and glazing. Also refer to demolition and new floor plans for locations of relocated/reused doors at each school.**

**Window Schedule: Refer to Details #2 and #3 for typical window sizes and configurations.**

**Interior Finish Schedule:**

**New g.w.b. assemblies in the new classrooms will typically be vinyl wrapped. Refer to specification (dated June 27, 2011) Section 092900-2.4.C - Gypsum Board Assemblies.**

**Existing materials will typically be painted as noted on the drawings.**

**New g.w.b. assemblies outside of the new classrooms (corridors) will be painted.**

**Lighting Schedule: Refer to Specification (dated June 27, 2011) Section 260000-1.D.**

**Mechanical Equipment Schedule: Specification (dated June 27, 2011) Section 230000-1.2.B and also refer to mechanical drawings.**

Q15. Is there any possibility that the bid date may be extended to allow proper time to gather pricing on these items that are currently missing?

**A15. See Question 1.**

## **REVISIONS TO THE PROJECT MANUAL:**

**The follow specification sections have been revised. Delete the original sections and replace with the attached revised sections. For the architectural sections, all revisions have been indicated as either a deletion (strike-through) or an addition (bold). The MEP-FP sections do track the revisions:**

**000110 – Table of Contents**

**011000 – General Requirements**

**012300 – Alternates**

064020 – Interior Architectural Woodwork  
072500 – Air Barriers  
074610 – Fiber Cement Siding  
075400 – Thermoplastic Membrane Roof  
079200 – Joint Sealants  
081110 – Hollow Metal Frames  
081400 – Flush Wood Doors  
083100 – Access Doors and Frames  
084113 – Aluminum-Framed Entrances and Storefronts  
085110 – Aluminum Windows  
088000 – Glazing  
092900 – Gypsum Board Assemblies  
096500 – Resilient Flooring  
101400 – Signage  
133420 – Modular Building Systems  
210000 – Fire Protection  
220000 – Plumbing  
230000 – Heating, Ventilating, and Air Conditioning  
260000 – Electrical

The following specification sections have been added:

055150 - Prefab Metal Stairs and Ramps  
085413 – Fiberglass Windows  
124810 – Entrance Floor Mats and Frames  
321216 – Asphalt Paving

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.

A handwritten signature in black ink that reads "Rositha Durham". The signature is written in a cursive, flowing style.

Rositha Durham  
*Chief Procurement Officer*

# CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)  
Fax (617) 796-1227

July 19, 2011

## ADDENDUM #1

### INVITATION FOR BID #11-102

#### FOUR MODULAR CLASSROOMS @ 3 ELEMENTARY SCHOOLS

THIS ADDENDUM IS TO: **Change Bid Opening Date and Address items with original proposal regarding front end Proposal Form and the Pre-proposal Meeting:**

**BID OPENING DATE CHANGE TO: JULY 29, 2011 AT 11:30 A.M.**

- **THE FRONT END PROPOSAL FORM TO BE USED IS THE ONE WHICH IS PRINTED AS AN INDIVIDUAL FILE NOT THE ONE INCLUDED IN THE ARCHITECT'S PACKAGE.**
- **The following sentence is on page 4 of the front end.**

**Attendance at this pre-proposal meeting is not mandatory, and any proposal submitted by an offeror who was not present at this meeting may be rejected as nonresponsive.**

**It should read:**

**ATTENDANCE AT THIS PRE-PROPOSAL MEETING IS NOT MANDATORY, BUT IS ENCOURAGED.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.**

Thank you.



Rositha Durham  
Chief Procurement Officer

**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #11-102**

Four New Modular Classrooms  
At  
Three Elementary Schools

*(Zervas, Horace Mann & Burr Schools)*

Time Table

Release date	<i>July 8, 2011</i>
Pre-proposal Meeting	<i>July 15, 2011 at 11:30 a.m., Newton City Hall, Room 204</i>
Questions/Clarifications	<i>July 19, 2011 at 12:00 p.m. noon</i>
Submittal Date	<i>July 26, 2011</i>
Anticipated Start Date	August 8, 2011
Substantial Completion Date	November 1, 2011 or sooner

NOTE: Award is subject to appropriation and Site Plan Approval pursuant to Sec. 5-58 of the City of Newton Revised Ordinances, 2007

**Part I. General Information**

Pursuant to M.G.L. c. 149, §44E(4), the City of Newton issues this Request for Proposals (RFP) from qualified contractors for the design, prefabrication, site assembly/installation, and all services required to complete and deliver **four (4)** modular building units ready for use and occupancy at **three (3) separate locations** all at the same time. On- site installation shall include all necessary modifications to existing structures, new foundations, ramps, covered walkways, re-landscaping, and utility connections. The program requirements for the modular buildings are as follows: Four (4) elementary classrooms as shown in Drawings. **All classrooms shall include heating, ventilation, cooling and site work.**

**The modular buildings will be used for elementary school classrooms during the 2011-2012 school year. Time is of the essence in completion of the work called for in this RFP**

All proposals are to be submitted no later than the deadline stated in Part II, "Proposal Submission Requirements," and the Technical Proposals will be opened at that time. **Every proposal must be in two parts, submitted in two separate, clearly marked, sealed envelopes:** 1) Technical Proposal, and 2) price proposal, in accordance with all submission requirements set forth in Part II of this RFP. **Late proposals will not be accepted.**

Each proposal submitted in response to this RFP is subject to all of the contract terms set forth in Part V, "Contract Terms," and any contract awarded will incorporate all of these contract terms.

The City of Newton will consider only responsive proposals from responsible contractors for a contract award. A responsive proposal is a proposal that complies with requirements stated in Part II and Part III of this RFP. A responsible contractor is a contractor that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement.

*\*Dates have been changed from what was originally advertised*

All proposals must be accompanied by bid surety in the amount of 5% of the highest possible value of the bid. Bid surety must be included in the **Price Proposal** envelope.

Each responsive proposal from a responsible contractor will be evaluated solely according to the criteria set forth in Part IV of this RFP, "Evaluation Criteria." Each Technical Proposal will be assigned a rating of *highly advantageous, advantageous, not advantageous, or unacceptable* with respect to each criterion, and the reasons for each rating will be set forth in writing. A composite rating for each Technical Proposal will be set forth in writing, along with the reasons for the rating. The evaluation committee will determine the most advantageous proposal from a responsible and responsive offeror, taking into consideration

the Technical Proposal ratings and proposal price. If the contract is awarded to an offeror that did not submit the lowest price, the evaluation committee will set forth a written explanation of the reasons for the award.

In determining the most advantageous proposal, the City of Newton shall give preference, other considerations being equal, first to modular buildings manufactured within Massachusetts, and second to modular buildings manufactured outside of Massachusetts but within the United States.

Proposals will not be opened publicly, but will be opened in the presence of one or more witnesses at the time stated below. The contents of proposals shall remain confidential, and shall not be disclosed to competing offerors until the completion of the evaluation or until the maximum time for acceptance, as stated below. At the opening of proposals, the City shall prepare a register of proposals for public inspection.

An offeror may correct, modify, or withdraw a proposal by written notice received in the office designated herein for proposal submission prior to the time set for the opening of proposals. After the opening, a contractor may not change the price or any other provision of the proposal in a manner prejudicial to the interest of the City or to fair competition. The City shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended offer are clearly evident on the face of the document, the City shall correct the mistake to reflect the intended correct offer and so notify the offeror in writing, and the offeror may not withdraw the offer. The City may permit an offeror to withdraw an offer if a mistake is evident on the face of the document but the intended correct offer is not similarly evident.

The City reserves the right to cancel this procurement at any time before a contract is executed and approved, in which event the City will reject all proposals received in response to this RFP.

The City shall award\*\* a contract by written notice to the selected offeror by no later than thirty (30) days after the bid submission date unless the time for contract award is extended by mutual agreement between the City and the selected offeror.

Work is to start immediately upon notification of award under this RFP, and the contractor's performance under the contract must be substantially completed by **November 1, 2011**.

All inquiries from prospective offers concerning this RFP must be submitted in writing and emailed or faxed to **City of Newton, Chief Procurement Officer, 1000 Commonwealth Ave, Newton, MA 02459**, [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), facsimile (617) 796-1227. Inquiries must be received no later than July 19, 2011 at 12:00 noon. All responses to questions shall be in writing, will be simultaneously distributed to all recipients of the RFP, and will be made available to all interested parties online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or at the Purchasing Dept.

\*\* NOTE: Award is subject to appropriation and Site Plan Approval pursuant to Sec. 5-58 of the City of Newton Revised Ordinances, 2007

## Part II. Proposal Submission Requirements

All proposals are to be delivered to:

**City of Newton Purchasing  
Chief Procurement Officer  
1000 Commonwealth Ave, Room #204  
Newton, MA 02459,**

no later than **11:30 a.m. on July 26, 2011**. Technical Proposals will be opened at that time. **Late proposals will not be accepted.**

A pre-proposal meeting will be held at 11:30 a.m., **July 15, 2011, at City Hall, 1000 Commonwealth Ave., Room #204, Newton, MA 02459 followed by a site visit to all 4 locations.**

Attendance at this pre-proposal meeting is not mandatory, and any proposal submitted by an offeror who was not present at this meeting may be rejected as nonresponsive.

All offerors are required to visit the sites of all 4 locations before submitting a proposal. Submission of a proposal constitutes an acknowledgement that the offeror has examined the site and is familiar with existing conditions.

**Every proposal must be in two parts, submitted in separate, clearly marked, sealed envelopes: 1) Technical Proposal and 2) Price Proposal.**

Proposers shall submit one original and three (3) copies of the **Technical Proposal** and **one** copy of the **Price Proposal**. Technical Proposals shall have a Table of Contents page with page numbers and all pages shall be numbered in the footer. Proposals shall be submitted in the same order of this RFP and the use of Headings where applicable.

The following information must appear on each envelope:

Contractor's Name:  
Project Number: RFP #11-102  
Project Title: NPS - 4 Modular Classrooms at 3 Locations  
Either "Non-Price Submission" or "Price Submission"

The **Technical Proposal** must consist of the following documents:

1. Current Certificate of Eligibility (DCAM Form CQ-7) for **Modular/Prefabricated Construction**.
2. Contractor Update Statement (DCAM Form CQ-3).
3. Certification by the State Board of Building Regulations and Standards that the manufacturer of the modular buildings meets state building code requirements.
4. A set of detailed plans and specifications for the proposed modular buildings, including, but not limited to floor plans, elevations, and cross sections. Building systems must be identified sufficiently for City of Newton review and can be in either drawing or text form. Proposals must include all manufacturer's specifications governing the materials and equipment used in the modular buildings. The plans submitted with each proposal must provide all drawings necessary to portray to the City of Newton all pertinent design details of the modular buildings and the passageways connecting them to existing buildings, including:
  - an installation plan showing the proposed accurate location of the modular buildings on the property; an indication of the locations on the modular buildings at which utility service connections are proposed; and locations of existing utility services to which the proposed modular buildings can be connected.
  - mounting plans and details.

- architectural type floor plans.
  - factory plans and details of passageway elements and entrance ramps.
  - factory plans and details of manufacture of structural elements including floors, walls, and roof.
  - factory plans and details of service appurtenances including electrical, plumbing, HVAC, fire protection, and communications systems. Such details must include all light fixtures, outlets, switches, controls, smoke detectors, and location and capacity/rating of all equipment, fixtures, and appliances.
  - factory details of windows and doors.
  - factory finish details for wall finishes, floor finishes, exterior skin finish, and trim.
5. The complete terms of all warranties provided by the manufacturer or by the offeror relative to the design, manufacture, and installation of the modular buildings, including both general warranties and special warranties associated with particular components and equipment.
  6. Certification of financial interest disclosure and of non-collusion, signed and submitted on **Attachment -A** appended to this RFP.
  7. Certification that the offeror can furnish labor that can work in concert with other elements of labor employed at the installation site, signed and submitted on **Price Proposal -** appended to this RFP.
  8. Certification of compliance with the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, signed and submitted on **Attachment - B** appended to this RFP.
  9. Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, §49A, signed and submitted on **Attachment - C** appended to this RFP.
  10. Certification that the proposed modular buildings will be either (1) manufactured within Massachusetts, or (2) manufactured outside of Massachusetts but within the United States, or (3) manufactured outside of the United States, signed and submitted on **Attachment - D** appended to this RFP.
  11. Certification that the proposed modular building plans comply with all building codes.
  12. Letter of transmittal, signed by an individual authorized to bind the offeror contractually, certifying that the offeror will, if accepted for a contract award, execute a contract in accordance with the terms of this proposals within five (5) working days of the notice of award and will furnish to the City of Newton a labor and materials payment bond and a performance bond, each in the sum of the contract price, as required by M.G.L. c. 149, §44E, signed and submitted on Bond Forms included in this RFP.
  13. Certification that the offeror, if awarded a contract, will guarantee substantial completion of all work by November 1, 2011, whichever date is earlier, from the date of notification of award, signed and submitted on **Attachment – E** appended to this RFP.

The **price proposal** must consist of the following documents:

1. A firm, fixed price that includes the furnishing of all materials, services, labor, performance and payment bonds (100% total contract price), insurance, and other costs incurred in the performance the contract, signed by an individual authorized to bind the offeror contractually, and submitted on the City's Price Proposal Sheet.
2. A bid deposit, in the amount of 5% of the total contract price, including all add alternates, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The bid bond or checks shall be payable to the City of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

### **Part III. Purchase Description/Scope of Services**

The contractor's responsibilities will include all of the following:

- design and fabrication of modular units in accordance with the program requirements and the Drawings showing classroom and applicable building codes.
- site design in accordance with all Drawings and specifications set forth in this RFP and all program requirements and applicable building codes.
- all site clearance and site preparation work, including grading, tree and stump removal, and relocation of power lines and underground utilities, if required.
- all excavation work and construction of foundations in accordance with the plans and specifications set forth in this RFP.
- delivery of all modular units and construction materials to the construction site.
- acquisition of all permits required for the transportation of modular units from the factory to the construction site.
- acquisition of all required building permits.
- complete installation and assembly of modular units in accordance with all plans and specifications set forth in this RFP and all applicable building codes.
- connection of all electrical, telecommunication, water, and sanitary service in accordance with the plans and specifications set forth in this RFP.
- all site construction shown on the Drawings including but not limited to walks, stairs, paving, loam and seed.
- acquisition of all use and occupancy permits.
- finish grading and removal of all debris from the site.
- all repairs and corrective work required by applicable warranties.

#### **Specifications should be prepared with close attention to the RFP requirements and Massachusetts State Building Code requirements for:**

- foundations, or concrete footings, anchoring and skirting.
- exterior stairs, entrance ramps, and corridors.
- floors: joists, bottom board, insulation, subflooring, weight load capacity, and floor coverings.
- walls: studs, insulation, composition, siding, weight load capacity, wind load capacity, ceiling height, sound proofing, and interior finishes.
- roof: composition, sheathing, framing, weight load capacity, pitch, insulation, eaves, gutters and downspouts (including necessary surface drainage), and ceiling materials.
- doors: number, size, construction of frames, materials, weather-stripping, and lockset and hardware details.
- windows: number, size, construction of frames, glazing, weather-stripping, screens, lock and hardware details, and Shades.
- hvac systems: functional requirements for and description of heating, ventilation, and cooling systems based upon the Drawings.
- plumbing: requirements for supply, waste, and vent lines, and fittings; size, type, and capacity of water heaters; and description of plumbing fixture requirements, including sinks, water closets, and water fountains, based upon the Drawings.
- electrical systems: service requirements, capacity, and outlets, based upon the Drawings.
- lighting: illumination requirements and type of fixtures, based upon the Drawings.
- fire protection: alarms, smoke detectors, and sprinkler systems, based upon the Drawings.
- miscellaneous: (communication systems, exit signs, tack boards, chalkboards, and special features.)

## Part IV. Evaluation Criteria

Technical Proposals that meet all of the submission requirements in Part II of this RFP will be evaluated and rated solely on the basis of the evaluation criteria contained in this section. Each responsive Technical Proposal will be assigned a rating for each of the following evaluation criteria:

1. The offeror's qualifications to perform the work, to be evaluated on the basis of performance on past and current projects. The offeror should provide information for 2 comparable past or current projects completed within the last 5 years. Reference contacts must also be provided for each comparable project. Projects will be evaluated according to:
  - Quality of work and compliance with construction specifications.
  - Adherence to project budget.
  - Compliance with project schedule.
2. The quality of the proposed manufactured building, to be evaluated on the basis of the specifications contained in the proposal and references from owners or users of similar buildings fabricated by the same manufacturer.

In evaluating each Technical Proposal, the evaluation committee shall assign a rating of *highly advantageous*, *advantageous*, *not advantageous*, or *unacceptable* for each of the criteria. The evaluation committee may identify any revisions necessary to change a rating on a criterion from *unacceptable* to *advantageous* and shall specify such changes in writing.

The evaluation committee shall assign a composite rating of *highly advantageous*, *advantageous*, *not advantageous*, or *unacceptable* for each Technical Proposal. Each composite rating shall be justified in writing. After a composite rating has been assigned for each proposal on the basis of the evaluation criteria in this section, the evaluation committee shall review the price proposals and determine the most advantageous proposal, taking into consideration the Technical Proposal ratings and the price. If the evaluation committee selects a proposal other than the lowest-priced proposal, the evaluation committee shall explain in writing why the added benefits of the proposal justify its higher price. The award of a contract to any offeror whose Technical Proposal was rated *unacceptable* with respect to one or more criteria will be conditioned on the negotiation of the revisions recommended by the evaluation committee at no increase in the proposed price.

## Part V – Contract Terms

Any contract awarded on the basis of this RFP will be subject to the contract terms included in this RFP.

CONTINUED

**CITY OF NEWTON  
REQUEST FOR PROPOSALS**

**FOUR NEW MODULAR BUILDINGS AT THREE SEPARATE LOCATIONS**

*(Zervas, Horace Mann & Burr Schools)*

**PRICE PROPOSAL SHEET**

**BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOP CLEARLY MARKED "PRICE PROPOSAL"**

TO THE AWARDING AUTHORITY:

- A. The undersigned proposes to furnish all labor and materials required for the design, prefabrication, site assembly/installation, and all services required to complete and deliver four (4) modular classrooms and other structures as described in the Project Manual, together with all necessary modifications to existing structures, new foundations, stairs, covered walkways, and re-landscaping, at four (4) separate locations in Newton, Massachusetts in accordance with the accompanying plans prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This proposal includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The proposed contract price is:

<b>Base Price</b> (Three Years old or less Modulares)	\$ _____
<b>Alternate 1:</b> (New Modulares)	\$ _____
<b>Alternate 2:</b> ("Green")	\$ _____

COMPANY: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ A five percent (5%) bid deposit/bid guarantee;
- ☐ Certificate of Eligibility for Modular Construction (DCAM Form CQ7)
- ☐ Update Statement (DCAM Form CQ3)
- ☐ Bidders Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Department of Public Safety Certificate of Approval
- ☐ Attachments A- E

The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this proopsal and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the bidder and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 149.

The undersigned hereby certifies that it intends to comply with the CITY OF NEWTON MINORITY/WOMEN BUSINESS ENTERPRISE PLAN, dated December 1999 to further expand business opportunities for minority firms.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone) / (Fax)

\_\_\_\_\_  
(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY-CONTRACTOR CONTRACT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to her, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. **SCOPE OF WORK.** This Agreement is for the installation of four (4) modular classroom buildings at three (3) separate locations. The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following Project, which is also referred to as the "Work":

FOUR (4) MODULAR BUILDINGS  
AT  
THREE (3) SEPARATE LOCATIONS

II. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Contract;
- b. The City's Request for Proposals #11-102 issued by the Purchasing Department;
- c. The Project Manual for Four (4) Modular Buildings at Three (3) Separate Locations, including MWBE/AA Requirements, Wage Rate Requirements, General Conditions, Special Conditions, and the requirements and specifications for Project #11-102;
- d. Addenda Number(s) \_\_\_\_; \_\_\_\_; \_\_\_\_;
- e. The Price and Non-Price Proposals of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and Performance and Payment Bonds submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Contract.

This CITY-CONTRACTOR Contract, together with the other documents enumerated in this Section, constitute the entire Agreement between the CITY and the CONTRACTOR. In the event that there is any discrepancy between the Contract Documents, the following shall take precedence in descending order: Duly authorized and executed Amendments to the CITY-CONTRACTOR Contract, the CITY-CONTRACTOR Contract, the Project Manual including all documents identified in subsection (c) above, the Price and Non-Price Proposals of the Contractor including all documents identified in subsection (e) above. See also Section 3.2 of the General Conditions, Order of Precedence.

III. **TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Project Manual. Time is of the essence with regard to this contract and the Contractor shall reach substantial completion on all four (4) modulars on or before November 1, 2011.

IV. **THE CONTRACT PRICE.** The Contractor shall perform the Scope of Work described in Section I above in accordance with the provisions set forth in the contract Documents for the full and satisfactory performance of the Contract a sum not to exceed \$ \_\_\_\_\_.00.

V. **OTHER PROVISIONS.**

a. All materials and services supplied by the Contractor pursuant to this contract and which are necessary for the City to occupy and use the Work shall conform to the Contract Documents and applicable building codes. All required design and engineered drawings for permit approval (except completed site plan) and to install and complete the Work shall be the responsibility of the Contractor.

b. The Contractor shall require any person otherwise entitled to lien the premises of the City for any work performed or material supplied in connection with the Work to waive and release such statutory lien as it may apply to the premises of the City so that such lien, if any, shall be limited to the modular buildings only. The Contractor shall indemnify the City from and against any and all statutory liens in connection with supplying the Work, and shall provide full and complete lien waivers from all parties perform work or supplying materials in connection with the Work.

c. The Warranty and Guaranty provided by the Contractor shall be as set out in Sections 2.8 of the General Conditions of the Project Manual, as amended below.

d. In the event the City fails to honor its obligations under this contract, and with reasonable notice thereof provided by the Contractor, the Contractor may avail itself of all remedies available at law.

e. Modifications to the General Conditions. The General Conditions in the Project Manual are hereby modified as follows:

i. Section 2.8.1, Warranty, is hereby deleted in its entirety and the following substituted in place thereof: The Contractor warrants the modular buildings and any equipment supplied pursuant to this Contract will be new (unless the contract award is for the Base Bid of used modulars), of good quality, free of improper workmanship and defective materials and in conformance with the Request for Proposals and such more detailed plans as the City may approve. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of the modular buildings, any component thereof, and any equipment supplied pursuant to this Agreement. The Contractor shall secure any required certificates of inspection, testing, or approval and deliver them to the City as well as all written warranties and equipment manuals.

ii. Section 2.8.2, Guaranty, the following provision is added to the present text: Warranties offered by manufacturers of materials used in the Work that are of a longer duration than one (1) year will be passed along to the City as stated by the manufacturer.

f. The Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the value of the modulars on a replacement cost basis. Should all or any part of the modulars be damaged or destroyed by fire, storm, lightning, flood, water (surface or subsurface), earthquake, vandalism, or other casualty before the issuance of a temporary or permanent certificate of occupancy for damaged/destroyed modular(s), the Contractor, upon written instruction from the Owner, shall proceed to replace and/or repair the modular(s) in accordance with the specifications of contained in the Project Manual at the contractor's sole expense without increase in the contract price. The Owner shall cooperate with the Contractor in negotiating a settlement with the Contractor's insurer with respect to the cost of restoring, reconstructing, repairing or replacing the damaged or destroyed work, but the Owner shall have no liability for any shortfall or uninsured loss. The Owner shall have the option, in the event of damage or destruction of the modular(s) by any of the above-mentioned causes, to terminate the entire or a portion of the Contract as it relates to the damaged or destroyed modular(s).

VI. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of  
\$  
are available in account #  
I further certify that the Mayor, or his  
designee, is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*  
Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Buildings*  
Date \_\_\_\_\_

Approved as to Legal Form and  
Character

By \_\_\_\_\_  
*Associate City Solicitor*  
Date \_\_\_\_\_

CONTRACT AND BONDS APPROVED

By \_\_\_\_\_  
*Mayor of his designee*  
Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)

2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)

4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I the undersigned acting on behalf of the Contractor, certifies under penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
\*\*\*Social Security Number (Voluntary)  
or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if Applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Contractor.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M. G.L. C. 62C, S. 49A.

## CITY OF NEWTON, MASSACHUSETTS

### PERFORMANCE BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON, MASSACHUSETTS**

**PAYMENT BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **CITY OF NEWTON**

### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

#### **1.0 DEFINITIONS**

##### **1.1 THE CONTRACT DOCUMENTS**

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

##### **1.2 THE WORK**

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

##### **1.3 OWNER**

The term "Owner" is the City of Newton.

##### **1.4 CONTRACT OFFICER**

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

##### **1.5 CONTRACTOR**

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

##### **1.6 SUBSTANTIAL COMPLETION**

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price for the modulars to be installed at each of the three (3) separate locations.

#### **2.0 CONTRACT ADMINISTRATION**

##### **2.1 PRE-CONSTRUCTION CONFERENCE**

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

##### **2.2 CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## 2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## 2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

## 2.5 PAYMENTS

### 2.5.1 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## 2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

## 2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## 2.8 GUARANTY AND WARRANTY

### 2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner

within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## 2.9 INSURANCE REQUIREMENTS

2.9.1 In addition to the a builder's 'all-risk' or equivalent policy, the Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

## 2.9.2 OWNER AS CO-INSURED

The Owner shall be named as an additional insured on the Contractor's Liability Policies.

## 2.9.3 CERTIFICATES OF INSURANCE, POLICIES

i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

## 2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

## 2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

## 2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

## 2.12 TERMINATION

### 2.12.1 TERMINATION FOR CAUSE

i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.

A receiver has been appointed of the Contractor's property.

All or a part of the Work has been abandoned.

The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.

The Owner has determined that the rate of progress required on the project is not being met.

The Contractor has substantially violated any provisions of this Contract.

ii. In the event of a Termination for Cause, the Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

### 2.12.2 TERMINATION - NO FAULT

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.

ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## 2.13 PERMITS, FEES, AND NOTICES

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## 2.14 SAFETY REQUIREMENTS

2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

## 2.15 TEMPORARY HEATING

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

## 2.16 AVAILABILITY AND USE OF UTILITY SERVICES

2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

## 2.17 DISPUTES

2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.

2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.

2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

2.17.5 The Contract Officer's decision shall be final unless the Contractor files suit in a court of competent jurisdiction. At the City's option, the City and the Contractor may engage in alternative dispute resolution to resolve disputed claims.

2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## 2.18 LIQUIDATED DAMAGES FOR DELAY

2.18.1 If the Contractor fails to reach Substantial Completion of the modular classroom(s) to be installed at a specific location by November 1, 2011, the City will assess liquidated damages of \$500.00 per day per location until substantial completion is reached for the modulars at that specific location. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.

2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work reaches Substantial Completion for each separate location.

## 3.0 SALES TAX EXEMPTION AND OTHER TAXES

3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

### 3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

### 3.2 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

### 3.3 MISCELLANEOUS LEGAL REQUIREMENTS

3.3.1 The Contractor, if a foreign corporation, shall comply with GL c. 181 §§3 and 5 and GL c. 30, §39L.

3.3.2 Veterans Preference.

In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the construction of public works in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined by GL c. 4 §7(34), and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

3.3.3 Prevailing Wage Rates

The Director of the Department of Labor and Workforce Development has established the Schedule found in this Project Manual listing the prevailing minimum wage rates that must be paid to all workers employed in this Project. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Project throughout the term of this Contract. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to the employees on the contract exceeds the rates listed on the Schedule. The contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Project site(s) during the term of the Contract. (See GL c. 149 §27. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers (See GL c. 149 §34B)

3.3.4 Eight Hour Day and Lodging

No laborer, workman, mechanic, foreman or inspector working in the employment of the contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work called for in this Contract shall be required or permitted to work any more than eight hours in any one day, or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency.

Every employee on the Work shall lodge, board, and trade where and with whom he/she elects, and the Contractor and any Subcontractor shall not directly or indirectly require, as a condition of employment, that an employee lodge, board, or trade at a particular place or with a particular person.

END OF GENERAL CONDITIONS

## **SPECIAL CONDITIONS FOR CONSTRUCTION CONTRACTS**

In accordance with statutory requirements, the following statutes are included in and made part of the City-Contractor Contract.

### **Article 1. METHOD OF PAYING SUBCONTRACTORS**

General Laws, Chapter 30, Section 39F(1)(a)-(i)

Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

(1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## CREDIT(S)

Added by St.1954, c. 609. Amended by St.1955, c. 701; St.1956, c. 677, § 1; St.1960, c. 771, § 1; St.1965, c. 856; St.1972, c. 774, § 2; St.1980, c. 579, § 53; St.1996, c. 450, § 76.

## Article 2. METHOD OF PAYING GENERAL CONTRACTORS

### General Laws, Chapter 30, Section 39K

#### Public building construction contracts; payments

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:-- Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any

event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

#### CREDIT(S)

Added by St.1961, c. 627, § 1. Amended by St.1971, c. 887, § § 1, 2; St.1985, c. 341; St.1991, c. 145, § 30; St.1993, c. 151, § 23; St.1998, c. 236, § § 3, 4; St.2000, c. 159, § 61.

#### Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

##### General Laws, Chapter 30, Section 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which

results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

CREDIT(S)

Added by St.1972, c. 774, § 4.

#### Article 4. CLAIMS FOR DELAY

General Laws, Chapter 30, Section 390

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

CREDIT(S)

Added by St.1973, c. 1164.

#### Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

General Laws, Chapter 30, Section 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

CREDIT(S)

Added by St.1973, c. 1164.

END OF SPECIAL CONDITIONS

**CITY OF NEWTON**

**WAGE RATE REQUIREMENTS**

## **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

**2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates							
Construction								
(2 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.770	08/01/2011	\$46.120	12/01/2011	\$46.780		
	06/01/2012	\$47.080	08/01/2012	\$47.430	12/01/2012	\$48.460		
(3 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.840	08/01/2011	\$46.190	12/01/2011	\$46.850		
	06/01/2012	\$47.150	08/01/2012	\$47.500	12/01/2012	\$48.530		
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.960	08/01/2011	\$46.310	12/01/2011	\$46.970		
	06/01/2012	\$47.270	08/01/2012	\$47.620	12/01/2012	\$48.650		
ADS/SUBMERSIBLE PILOT	08/01/2010	\$103.680	08/01/2011	\$107.800				
AIR TRACK OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100				
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250						
ASPHALT RAKER	06/01/2011	\$50.350	12/01/2011	\$51.600				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	\$60.980						
BACKHOE/FRONT-END LOADER	12/01/2010	\$60.980						
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$50.350	12/01/2011	\$51.600				
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$50.850	12/01/2011	\$52.100				
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990		
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton								
Ratio Step	1	2	3	4	5			
1:5 %	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step 1\$48.30/2\$52.82/3\$57.34/4\$61.86/5\$66.38								
BULLDOZER/GRADER/SCRAPER	12/01/2010	\$60.630						
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500				
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350				
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350				
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600				
CARPENTER	03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480		
APPRENTICE: CARPENTER - Zone 2 Eastern MA								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00
Apprentice wages shall be no less than the following:								
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 1 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates					
CEMENT MASONRY/PLASTERING	02/01/2011	\$69.150	08/01/2011	\$70.770	02/01/2012	\$71.540
CHAIN SAW OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2010	\$61.980				
COMPRESSOR OPERATOR	12/01/2010	\$49.690				
DELEADER (BRIDGE)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
	07/01/2012	\$67.410	01/01/2013	\$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
Apprentice wages shall be no less than the following:						
Step 1 \$29.31/2 \$34.43/3 \$36.85/4 \$39.27/5 \$49.89/6 \$52.31/7 \$54.73/8 \$59.57						
DEMO: ADZEMAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2011	\$51.100	12/01/2011	\$52.350		
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$38.28/2 \$41.49/3 \$44.69/4 \$47.90						
DEMO: BURNERS	06/01/2011	\$50.850	12/01/2011	\$52.100		
APPRENTICE: LABORER Demo Burners						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice Wages shall be no less than the following:						
Step 1 \$38.13/2 \$41.31/3 \$44.49/4 \$47.67						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: JACKHAMMER OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100		
DEMO: WRECKING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER Demo Wrecking Laborer						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$37.68/2 \$40.79/3 \$43.89/4 \$47.00						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2010	\$60.630				
DIVER	08/01/2010	\$77.520	08/01/2011	\$80.270		
DIVER TENDER	08/01/2010	\$62.570	08/01/2011	\$65.320		
DIVER TENDER (EFFLUENT)	08/01/2010	\$81.250	08/01/2011	\$85.380		
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$103.680	08/01/2011	\$107.800		
ELECTRICIAN	03/01/2011	\$68.290				

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Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 2 of 10



DEVAL L. PATRICK  
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80					
1\$37.38/2\$37.38/3\$44.81/4\$44.81/5\$46.95/6\$49.08/7\$51.22/8\$53.35/9\$55.49/10\$57.62											
ELEVATOR CONSTRUCTOR						01/01/2011	\$66.690	01/01/2012	\$68.190		
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year					
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50											
ELEVATOR CONSTRUCTOR HELPER						01/01/2011	\$52.830	01/01/2012	\$54.330		
FENCE & GUARD RAIL ERECTOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$59.380				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$42.930				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						05/01/2011	\$60.770				
FIRE ALARM INSTALLER						03/01/2011	\$68.290				
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING						03/01/2011	\$56.300				
FIREMAN (ASST. ENGINEER)						12/01/2010	\$54.840				
FLAGGER & SIGNALER						06/01/2011	\$39.550	12/01/2011	\$39.550		
FLOORCOVERER						03/01/2011	\$61.110	09/01/2011	\$62.360	03/01/2012	\$63.610
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1\$28.38/2\$30.17/3\$41.41/4\$43.20/5\$46.78/6\$48.57/7\$52.15/8\$53.95											
FORK LIFT/CHERRY PICKER						12/01/2010	\$60.980				
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2010	\$49.690				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: GLAZIER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1\$24.06/2\$28.65/3\$30.55/4\$32.44/5\$42.54/6\$44.43/7\$46.33/8\$50.12											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2010	\$60.980				

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Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 3 of 10



DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: HOIST/PORT. ENG.- Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:6	%	\$5.00	\$6.00	\$5.00	\$7.00	\$7.50	\$8.00	\$5.00	\$9.00		
Apprentice wages shall be no less than the following:											
Step 1\$31.33/2\$45.47/3\$47.41/4\$49.35/5\$51.29/6\$53.22/7\$55.16/8\$57.10											
HVAC (DUCTWORK)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (ELECTRICAL CONTROLS)						03/01/2011	\$68.290				
HVAC (TESTING AND BALANCING - AIR)						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
HVAC (TESTING AND BALANCING -WATER)						09/01/2010	\$68.730				
HVAC MECHANIC						09/01/2010	\$68.730				
HYDRAULIC DRILLS						06/01/2011	\$50.850	12/01/2011	\$52.100		
INSULATOR (PIPES & TANKS)						09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	\$0.00	\$0.00	\$0.00	\$0.00						
Apprentice wages shall be no less than the following:											
Step 1\$37.34/2\$42.20/3\$47.07/4\$51.93											
IRONWORKER/WELDER						03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston											
Ratio	Step	1	2	3	4	5	6				
**	%	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00				
Apprentice wages shall be no less than the following:											
Step 1\$46.82/2\$50.35/3\$52.12/4\$53.88/5\$55.65/6\$57.41											
JACKHAMMER & PAVING BREAKER OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:5	%	\$0.00	\$0.00	\$0.00	\$0.00						
Apprentice wages shall be no less than the following:											
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00											
LABORER: CARPENTER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: CEMENT FINISHER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: MASON TENDER						06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER: MULTI-TRADE TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350		
LABORER: TREE REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350		

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Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 4 of 10



DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: RFP 11-102

City/Town: NEWTON

Description of Work: Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
MARBLE & TILE FINISHERS	03/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:			Steps are 800 hrs.			
Step 1\$41.98/2\$45.43/3\$48.89/4\$52.35/5\$55.81						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	03/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:						
Step 1\$48.32/2\$52.84/3\$57.37/4\$61.89/5\$66.42						
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	\$60.630				
MECHANICS MAINTENANCE	12/01/2010	\$60.630				
MILLWRIGHT (Zone 1)	04/01/2011	\$57.850				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1						
Ratio	Step	1	2	3	4	5 6 7 8
1:5	%	50.00	55.00	60.00	65.00	70.00 75.00 80.00 85.00
Apprentice wages shall be no less than the following:						
Step 1\$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$50.02						
MORTAR MIXER	06/01/2011	\$50.350	12/01/2011	\$51.600		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2010	\$43.170				
OILER (TRUCK CRANES, GRADALLS)	12/01/2010	\$46.330				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	\$60.630				
PAINTER (BRIDGES/TANKS)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
	07/01/2012	\$67.410	01/01/2013	\$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio	Step	1	2	3	4	5 6 7 8
1:1	%	50.00	55.00	60.00	65.00	70.00 75.00 80.00 90.00
Apprentice wages shall be no less than the following:			Steps are 750 hrs.			
Step 1\$29.31/2\$34.43/3\$36.85/4\$39.27/5\$49.89/6\$52.31/7\$54.73/8\$59.57						
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2011	\$55.310	07/01/2011	\$56.310	01/01/2012	\$57.310
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	07/01/2012	\$58.310	01/01/2013	\$59.310		

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Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 5 of 10



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THE COMMONWEALTH OF MASSACHUSETTS  
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: RFP 11-102

City/Town: NEWTON

Description of Work: Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

Job Location: Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$24.76/2529.42/3531.39/4533.35/5543.52/6545.48/7547.45/8551.38											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2011	\$53.370	07/01/2011	\$54.370	01/01/2012	\$55.370
						07/01/2012	\$56.370	01/01/2013	\$57.370		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$23.79/2528.35/3530.22/4532.09/5542.16/6544.03/7545.90/8549.63											
PAINTER (TRAFFIC MARKINGS)						06/01/2011	\$50.100	12/01/2011	\$51.350		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$24.06/2528.65/3530.55/4532.44/5542.54/6544.43/7546.33/8550.12											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2011	\$51.970	07/01/2011	\$52.970	01/01/2012	\$53.970
						07/01/2012	\$54.970	01/01/2013	\$55.970		
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$23.09/2527.58/3529.38/4531.18/5541.18/6542.98/7544.78/8548.37											
PANEL & PICKUP TRUCKS DRIVER						06/01/2011	\$45.600	08/01/2011	\$45.950	12/01/2011	\$46.610
						06/01/2012	\$46.910	08/01/2012	\$47.260	12/01/2012	\$48.290
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2010	\$62.570	08/01/2011	\$63.320		
PILE DRIVER						08/01/2010	\$62.570	08/01/2011	\$63.320		
APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1\$47.62/2549.49/3551.36/4553.23/5555.10/6556.96/7558.83/8560.70											
PIPEFITTER & STEAMFITTER						09/01/2010	\$68.730				

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Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 6 of 10



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Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: RFP 11-102

City/Town: NEWTON

Description of Work: Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

Job Location: Various Locations

Classification		Effective Dates and Total Rates							
APPRENTICE: PIPEFITTER - Local 537									
Ratio	Step	1	2	3	4	5			
**	%	40.00	45.00	60.00	70.00	80.00			
Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.			
Refig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)									
PIPELAYER						06/01/2011	\$50.350	12/01/2011	\$51.600
PLUMBERS & GASFITTERS						03/01/2011	\$67.500	09/01/2011	\$68.250
						09/01/2012	\$70.300	03/01/2013	\$71.550
APPRENTICE: PLUMBER - Local 12									
Ratio	Step	1	2	3	4	5			
**	%	35.00	40.00	55.00	65.00	75.00			
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr			
Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/ 4w/lie\$50.20 /5\$53.09/ 5w/lie\$55.98									
PNEUMATIC CONTROLS (TEMP.)						09/01/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600
POWDERMAN & BLASTER						06/01/2011	\$51.100	12/01/2011	\$52.350
POWER SHOVEL/DERRICK/TRENCHING MACHINE						12/01/2010	\$60.980		
PUMP OPERATOR (CONCRETE)						12/01/2010	\$60.980		
PUMP OPERATOR (DEWATERING, OTHER)						12/01/2010	\$49.690		
READY-MIX CONCRETE DRIVER						05/01/2011	\$41.690		
RECLAIMERS						12/01/2010	\$60.630		
RESIDENTIAL WOOD FRAME (All Other Work)						04/01/2011	\$48.420		
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2011	\$36.810		
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.									
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.									
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:									
Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39									
RIDE-ON MOTORIZED BUGGY OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600
ROLLER/SPREADER/MULCHING MACHINE						12/01/2010	\$60.630		
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg)						02/01/2011	\$54.860	08/01/2011	\$55.860
						08/01/2012	\$57.860	02/01/2013	\$58.860

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 7 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.					
Apprentice rates no less than: Step 1\$30.41/2\$40.64/3\$42.41/4\$45.97/5\$49.53											
ROOFER SLATE / TILE / PRECAST CONCRETE						02/01/2011	\$55.110	08/01/2011	\$56.110	02/01/2012	\$57.110
						08/01/2012	\$58.110	02/01/2013	\$59.110		
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
Apprentices wages shall be paid no less than the following:											
Step 1\$30.54/2\$40.79/3\$42.58/4\$46.16/5\$49.74											
SHEETMETAL WORKER						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Apprentice wages shall be no less than the following:											
Step 1\$28.86/2\$34.49/3\$37.38/4\$42.38/5\$45.01/6\$50.27/7\$55.03											
SIGN ERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:											
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
						06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						06/01/2011	\$46.350	08/01/2011	\$46.700	12/01/2011	\$47.360
						06/01/2012	\$47.660	08/01/2012	\$48.010	12/01/2012	\$49.040
SPRINKLER FITTER						01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
						03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
						03/01/2013	\$74.400				
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15											
STEAM BOILER OPERATOR						12/01/2010	\$60.630				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2010	\$60.630				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 8 of 10



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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates					
TELECOMMUNICATION TECHNICIAN	03/01/2011	\$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 40.00 45.00 50.00 55.00 60.00 65.00 75.00 80.00						
Apprentice wages shall be no less than the following:						
Step 1 \$37.09/2/\$38.69/3/\$40.30/4/\$41.89/5/\$43.49/6/\$45.10/7/\$48.30/8/\$49.90						
TERRAZZO FINISHERS	03/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio Step 1 2 3 4 5						
1:3 % 50.00 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1 \$47.77/2/\$52.18/3/\$56.60/4/\$61.01/5/\$65.43						
TEST BORING DRILLER	06/01/2011	\$51.500	12/01/2011	\$52.750		
TEST BORING DRILLER HELPER	06/01/2011	\$50.220	12/01/2011	\$51.470		
TEST BORING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2010	\$60.630				
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2011	\$46.640	08/01/2011	\$46.990	12/01/2011	\$47.650
	06/01/2012	\$47.950	08/01/2012	\$48.300	12/01/2012	\$49.490
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
	06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
WAGON DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
WASTE WATER PUMP OPERATOR	12/01/2010	\$60.980				
WATER METER INSTALLER	03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
	09/01/2012	\$70.300	03/01/2013	\$71.550		
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone)	08/30/2010	\$34.050	08/29/2011	\$35.310		
CABLEMAN (Underground Ducts & Cables)	08/30/2010	\$44.320	08/29/2011	\$46.110		
DRIVER / GROUNDMAN CDL	08/30/2010	\$39.360	08/29/2011	\$40.830		
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/30/2010	\$31.890	08/29/2011	\$33.050		
EQUIPMENT OPERATOR (Class A CDL)	08/30/2010	\$48.320	08/29/2011	\$50.110		
EQUIPMENT OPERATOR (Class B CDL)	08/30/2010	\$41.760	08/29/2011	\$43.340		
GROUNDMAN	08/30/2010	\$31.390	08/29/2011	\$32.550		
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/30/2010	\$26.840	08/29/2011	\$27.790		
JOURNEYMAN LINEMAN	08/30/2010	\$57.510	08/29/2011	\$59.620		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/20/2011

Wage Request Number: 20110620-026

Page 9 of 10



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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** RFP 11-102

**City/Town:** NEWTON

**Description of Work:** Furnishing & Installation of Four (4) Modular Classrooms at three (3) Elementary Schools (Zervas-2, Horace Mann-1 and Burr-1)

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104											
Ratio	Step	1	2	3	4	5	6	7			
1:2	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00			
Apprentice wages shall be no less than the following:											
Step 1\$34.59/2\$36.99/3\$39.65/4\$42.30/5\$44.95/6\$47.61/7\$50.76											
TELEDATA CABLE SPLICER						07/19/2010	\$32.510	07/18/2011	\$32.900	07/16/2012	\$33.300
TELEDATA LINEMAN/EQUIPMENT OPERATOR						07/19/2010	\$30.960	07/18/2011	\$31.330	07/16/2012	\$31.700
TELEDATA WIREMAN/INSTALLER/TECHNICIAN						07/19/2010	\$30.960	07/18/2011	\$31.330	07/16/2012	\$31.700
TREE TRIMMER						02/01/2009	\$19.010				
This classification applies only to the trimming of branches on and around utility lines.											
TREE TRIMMER GROUNDMAN						02/01/2009	\$17.060				
This classification applies only to the trimming of branches on and around utility lines.											

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 06/20/2011

**Wage Request Number:** 20110620-026

**Page 10 of 10**

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 2011

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



**CITY OF NEWTON**  
**MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN**  
**DECEMBER 1, 1999**  
**JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
JANUARY 21, 2010

**I. DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### IV. CONSTRUCTION ACTIVITIES:

#### A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

**XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

**XII. Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or  
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance  
with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

**XIV. Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract \_\_\_\_\_  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;  
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

\_\_\_\_\_, Certifies that:  
Contractor's Name

2. it tends to use the following listed construction trades in the work under the contract \_\_\_\_\_  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;  
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Lime to Lime. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## ATTACHMENT – A

- **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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Name of person signing bid or proposal

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Name of Business Entity (if any)

# ATTACHMENT – B

## CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

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(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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Name of person signing proposal

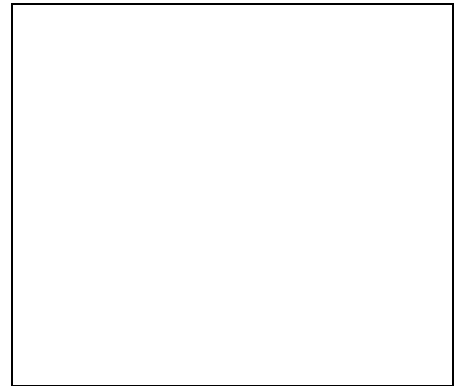
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Signature of person signing proposal

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Name of Business (Please Print or Type)

*Affix Corporate Seal here*



# ATTACHMENT – C

## ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I the undersigned acting on behalf of the Contractor, certifies under penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
\*\*\*Social Security Number (Voluntary)  
or Federal Identification Number

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if Applicable)

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the Contractor.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. C. 62C, S. 49A.

## ATTACHMENT – D

- **CERTIFICATE AS TO LOCATION OF MANUFACTURING OF MODULAR BUILDINGS**

The undersigned certifies under penalties of perjury that the modular buildings to be supplied will be manufactured at the following location:

[Check appropriate box]

- Manufactured within Massachusetts
- Manufactured outside of Massachusetts but within the United States
- Manufactured outside of the United States

\_\_\_\_\_  
Name of Business Entity

By \_\_\_\_\_

## ATTACHMENT – E

- **CERTIFICATE OF TIMELY COMPLETION**

The undersigned certifies that all work called for in the completion of this Project, which is to install Four (4) modular buildings at Three (3) separate locations, can be substantially completed on or before November 1, 2011

\_\_\_\_\_  
Name of Business Entity

By \_\_\_\_\_

**DRAWINGS - Must be obtained through the Purchasing Department.**

Email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or call ahead to ensure availability (617) 796-1220